

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; and CURIO BRANDS, LLC, a Delaware limited liability company,

Plaintiffs,

v.

LUONG VAN LUONG, an individual; THI HA NGUYEN, an individual; QUANG HUY TRAN, an individual; HOANG KIM TRUNG, an individual; PHAM VAN HUY, an individual; VAN VUONG PHAN, an individual; and DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF**

**I. INTRODUCTION**

1. This case involves Defendants’ unlawful and expressly prohibited sale of counterfeit Capri Blue-branded candles bearing the trademark of CURiO Brands, LLC (“Curio”). Amazon.com, Inc. and Amazon.com Services LLC (together, “Amazon”) and Curio (together with Amazon, “Plaintiffs”) jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future harm to Amazon’s and Curio’s customers, reputations, and intellectual property (“IP”), and to hold Defendants accountable for their illegal actions.

2. Amazon.com Services LLC owns and operates the Amazon.com store (the “Amazon Store”), and Amazon’s affiliates own and operate equivalent counterpart international stores and websites. Amazon’s stores offer products and services to customers in more than 100 countries around the globe. Some of the products are sold directly by Amazon entities, while others are sold by Amazon’s numerous third-party selling partners. The Amazon brand is one of the most well-recognized, valuable, and trusted brands in the world. To protect its customers and safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources to prevent counterfeit and infringing goods from being sold in its stores. In 2023 alone, Amazon invested over \$1.2 billion and employed more than 15,000 people to protect its stores from counterfeits, fraud, and other forms of abuses.

3. Curio is a designer, manufacturer, and marketer of luxury fragrances across the home, bath, and body fragrance categories. One of Curio’s luxury fragrance brands is Capri Blue. Launched over 20 years ago, the Capri Blue brand today focuses on candles, diffusers, and other high quality home and personal care fragranced products. A wide variety of popular fragrances are offered under the Capri Blue brand, with each fragranced product designed, developed, and manufactured in accordance with the highest standards for safety and quality. These best-selling products have led to Capri Blue being spotlighted in major media outlets such as *Forbes*, *New York Magazine*, and *USA Today*. Curio products—including those sold under the Capri Blue brand—are sold domestically and internationally through major retailers and independent specialty stores, as well as in the Amazon Store and on Curio’s websites.

4. Curio owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, Curio owns the following registered trademarks (the “Capri Blue Trademarks”).

<u>Mark</u>	<u>U.S. Registration No. (International Classes)</u>
CAPRI BLUE	4,775,046 (IC 4)
CAPRI BLUE	6,673,245 (IC 3)

<u>Mark</u>	<u>U.S. Registration No. (International Classes)</u>
VOLCANO	4,962,264 (IC 4)
VOLCANO	6,679,858 (IC 3)
ALOHA ORCHID	4,600,655 (IC 4)

True and correct copies of the registration certificates for the Capri Blue Trademarks are attached as **Exhibit A**.

5. Beginning in January 2017, Defendants registered with Amazon to sell in the Amazon Store. After extensive outside investigation, Plaintiffs have discovered that Defendants used falsified identity documents and fraudulent information in a deliberate attempt to conceal their identities and locations. Beginning in or about December 2021, Defendants advertised, marketed, offered, distributed, and sold counterfeit Capri Blue-branded products in the Amazon Store, using the Capri Blue Trademarks, without authorization, in order to deceive customers about the authenticity and origin of the products and the products' affiliation with Curio.

6. As a result of their illegal actions, Defendants have infringed and misused Curio's IP; breached their contracts with Amazon; willfully deceived and harmed Amazon, Curio, and their customers; compromised the integrity of the Amazon Store; and undermined the trust that customers place in Amazon and Curio. Defendants' illegal actions have caused Amazon and Curio to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, Curio, and their customers.

## II. PARTIES

7. Amazon.com, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon.com Services LLC is a Delaware limited liability company with its principal place of business in Seattle, Washington.

8. Curio Brands, LLC is a Delaware limited liability company with its principal place of business in Minneapolis, Minnesota.

9. Defendants are a collection of individuals and entities, both known and unknown, who conspired and operated in concert with each other to engage in the counterfeiting scheme alleged in this Complaint. Defendants are the individuals who operated, controlled, and/or were responsible for the selling accounts detailed in **Schedule 1**, attached hereto (“Defendants’ Selling Accounts” or “Selling Accounts”). On information and belief, Defendants took intentional and affirmative steps to hide their true identities and whereabouts from Amazon and Curio by using falsified and/or fraudulent identity documents and information to conduct their activities. Defendants are subject to liability for their wrongful conduct both directly and under principles of secondary liability including, without limitation, *respondeat superior*, vicarious liability, and/or contributory infringement.

10. On information and belief, Defendant Luong Van Luong is an individual residing in Vietnam who personally participated in and/or had the right and ability to direct, supervise, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct. Defendant Luong controlled and/or operated the Amazing Thing 378 Selling Account. On further information and belief, Defendant Luong acted in concert with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

11. On information and belief, Defendant Thi Ha Nguyen is an individual residing in Vietnam who personally participated in and/or had the right and ability to direct, supervise, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct. Defendant Nguyen controlled and/or operated the Aries No 1 Selling Account. On further information and belief, Defendant Nguyen acted in concert with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

12. On information and belief, Defendant Quang Huy Tran is an individual residing in Vietnam who personally participated in and/or had the right and ability to direct, supervise, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct. Defendant Tran controlled and/or operated the Ccomehere1 store

1 Selling Account. On further information and belief, Defendant Tran acted in concerned with the  
2 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

3 13. On information and belief, Defendant Hoang Kim Trung is an individual residing  
4 in Vietnam who personally participated in and/or had the right and ability to direct, supervise,  
5 and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit  
6 from that wrongful conduct. Defendant Trung controlled and/or operated the kutithon Selling  
7 Account. On further information and belief, Defendant Trung acted in concerned with the  
8 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

9 14. On information and belief, Defendant Pham Van Huy is an individual residing in  
10 Vietnam who personally participated in and/or had the right and ability to direct, supervise, and  
11 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit  
12 from that wrongful conduct. Defendant Huy controlled and/or operated the Nadiana Selling  
13 Account. On further information and belief, Defendant Huy acted in concerned with the  
14 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

15 15. On information and belief, Defendant Van Vuong Phan is an individual residing  
16 in Vietnam who personally participated in and/or had the right and ability to direct, supervise,  
17 and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit  
18 from that wrongful conduct. Defendant Phan controlled and/or operated the Vseinv Shop and  
19 VTZ Selling Accounts. On further information and belief, Defendant Phan acted in concerned  
20 with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

21 16. On information and belief, Defendants Does 1-10 (the "Doe Defendants") are  
22 individuals and/or entities working in active concert with each other and the named Defendants  
23 to knowingly and willfully manufacture, import, advertise, market, offer, distribute, and sell  
24 counterfeit Capri Blue-branded products. The identities of the Doe Defendants are presently  
25 unknown to Plaintiffs.  
26  
27

### III. JURISDICTION AND VENUE

17. The Court has subject matter jurisdiction over Curio's Lanham Act claim for trademark counterfeiting and trademark infringement, and Amazon's and Curio's Lanham Act claims for false designation of origin, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over Amazon's breach of contract claim and Amazon's and Curio claims for violation of the Washington Consumer Protection Act, pursuant to 28 U.S.C. §§ 1332 and 1367.

18. The Court has personal jurisdiction over Defendants because they transacted business and committed tortious acts within and directed to the State of Washington, and Amazon's and Curio's claims arise from those activities. Defendants affirmatively undertook to do business with Amazon, a corporation with its principal place of business in Washington, and sold in the Amazon Store products bearing counterfeit versions of the Capri Blue Trademarks and which otherwise infringed Curio's IP. Additionally, Defendants, through their Selling Accounts listed in Schedule 1, shipped products bearing counterfeit versions of the Capri Blue Trademarks to consumers in Washington. Each Defendant committed, or facilitated the commission of, tortious acts in Washington and has wrongfully caused Amazon and Curio substantial injury in Washington.

19. Further, Defendants have consented to the jurisdiction of this Court by agreeing to the Amazon Services Business Solutions Agreement ("BSA"), which provides that the "Governing Courts" for claims to enjoin infringement or misuse of IP rights and claims related to the sale of counterfeit products in the Amazon Store are the state or federal courts located in King County, Washington.

20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims occurred in the Western District of Washington. Venue is also proper in this Court because Defendants consented to it under the BSA.

21. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### IV. FACTS

##### A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods.

22. Amazon works hard to build and protect the reputation of its stores as places where customers can conveniently select from a wide array of authentic goods and services at competitive prices. Amazon invests vast resources to ensure that when customers make purchases in Amazon's stores—either directly from Amazon entities or from one of its millions of third-party sellers—customers receive authentic products made by the true manufacturer of those products.

23. A small number of bad actors seek to take advantage of the trust customers place in Amazon by attempting to create Amazon selling accounts to advertise, market, offer, distribute, and sell counterfeit products. These bad actors seek to misuse and infringe the trademarks and other IP of the true manufacturers of those products to deceive Amazon and its customers. This unlawful and expressly prohibited conduct undermines the trust that customers, sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation, thereby causing irreparable harm to Amazon.

24. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly innovating on behalf of its customers and working with brands, manufacturers, rights owners, and others to improve the detection and prevention of counterfeit products from ever being offered to customers in Amazon's stores. Amazon employs dedicated teams of software engineers, research scientists, program managers, and investigators to prevent counterfeits from being offered in Amazon's stores. Amazon's systems automatically and continuously scan thousands of data points to prevent, detect, and remove counterfeits from its stores and to terminate the selling accounts of bad actors before they can offer counterfeit products. When Amazon identifies issues based on this feedback, it takes action to address them. Amazon also

1 uses this intelligence to improve its proactive prevention controls. In 2023, Amazon's proactive  
2 controls blocked more than 99% of suspected infringing listings before a brand ever had to find  
3 and report them.

4 25. In 2017, Amazon launched Brand Registry, a free service that offers rights owners  
5 an enhanced suite of tools for monitoring and reporting potential instances of infringement,  
6 regardless of their relationship with Amazon. Brand Registry delivers automated brand  
7 protections that use machine learning to predict infringement and proactively protect brands' IP.  
8 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search  
9 for, identify, and report potentially infringing products using state-of-the-art image search  
10 technology.

11 26. In 2018, Amazon launched Transparency, a product serialization service that  
12 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can  
13 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,  
14 law enforcement, and customers to determine the authenticity of any Transparency-enabled  
15 product, regardless of where the product was purchased. More than 1.6 billion product units,  
16 whether sold in Amazon's stores or elsewhere in the retail supply chain, have been enrolled in  
17 Transparency, and have been authenticated as genuine through code scan verification.

18 27. In 2019, Amazon launched Project Zero, a program to empower brands to help  
19 Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit  
20 removal tool that enables brands to remove counterfeit listings directly from Amazon's stores.  
21 This enables brands to take down counterfeit product offerings on their own within minutes.  
22 Since launch, more than 25,000 brands have enrolled in Project Zero.

23 28. Amazon uses advanced technology and expert human reviewers to verify the  
24 identities of potential sellers. When prospective sellers apply to sell in Amazon's stores, they are  
25 required to provide a form of government-issued photo ID, along with other information about  
26 their business. Amazon employs advanced identity detection methods such as document forgery  
27 detection, image and video verification, and other technologies to quickly confirm the

1 authenticity of government-issued IDs and whether such IDs match the individual applying to  
2 sell in Amazon's stores. In addition to verifying IDs, Amazon's systems analyze numerous data  
3 points, including behavior signals and connections to previously detected bad actors, to detect  
4 and prevent risks.

5 29. Similarly, throughout the selling experience in Amazon's stores, Amazon's  
6 systems monitor selling accounts to identify anomalies or changes in account information,  
7 behaviors, and other risk signals. In the event that Amazon identifies a risk of fraud or abuse, it  
8 promptly initiates an investigation using automated and/or human review, may request additional  
9 information, and swiftly removes bad actors from its stores.

10 30. In addition to the measures discussed above, Amazon actively cooperates with  
11 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in  
12 illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of  
13 Amazon's efforts to combat counterfeits and other inauthentic products.

14 **B. Curio and Its Anti-Counterfeiting Efforts.**

15 31. Curio goes to great lengths to protect consumers from counterfeits of its products,  
16 and is committed to leading efforts to combat counterfeit products. Curio utilizes both internal  
17 and external resources to combat counterfeit and infringing products. Curio works with a third-  
18 party brand protection service vendor on the detection and removal of product listings violating  
19 Curio's IP rights.

20 32. Curio is currently enrolled in Brand Registry. Curio actively used the tools and  
21 protections provided by this program in response to the counterfeiting activity described in this  
22 Complaint.

23 **C. Defendants Created Amazon Selling Accounts, Agreed Not to Sell**  
24 **Counterfeit Goods, Agreed to Provide Accurate Information to Amazon, and**  
25 **Agreed to Reimburse Amazon for Damages Arising from Customer Refunds.**

26 33. Beginning in January 2017, Defendants established, controlled, and operated the  
27 seven Selling Accounts detailed in Schedule 1, through which they sought to advertise, market,  
offer, distribute, and sell counterfeit Capri Blue-branded products. In connection with these

1 Selling Accounts, Defendants provided Amazon with names, email addresses, phone numbers,  
 2 and financial information. Plaintiffs were able to identify Defendants as the primary recipients of  
 3 proceeds from counterfeiting sales made by each Selling Account based on investigation of  
 4 certain financial information Defendants provided to Amazon. In the course of their  
 5 investigation, Plaintiffs determined that Defendants took active steps to mislead Amazon and  
 6 conceal their true locations and identities by providing falsified and/or fraudulent identity  
 7 documents and information in connection with the Selling Accounts.

8 34. To become a third-party seller in the Amazon Store, sellers are required to agree  
 9 to the BSA, which governs the applicant's access to and use of Amazon's services and states  
 10 Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents  
 11 and warrants that it "will comply with all applicable Laws in [the] performance of its obligations  
 12 and exercise of its rights" under the BSA. A true and correct copy of the applicable versions of  
 13 the BSA, namely, the versions Defendants last agreed to when using Amazon's services, is  
 14 attached as **Exhibit B**.

15 35. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit  
 16 goods as "deceptive, fraudulent, or illegal activity" in violation of Amazon's policies, reserving  
 17 the right to withhold payments and terminate the selling account of any bad actor who engages in  
 18 such conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold Amazon  
 19 harmless against any claims or losses arising from the seller's "actual or alleged infringement of  
 20 any Intellectual Property Rights." *Id.* ¶ 6.1.

21 36. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,  
 22 Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**.  
 23 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon  
 24 Store:

- 25 • The sale of counterfeit products is strictly prohibited.
- 26 • You may not sell any products that are not legal for sale, such as products that
- 27 have been illegally replicated, reproduced, or manufactured[.]

- You must provide records about the authenticity of your products if Amazon requests that documentation[.]

Failure to abide by this policy may result in loss of selling privileges, funds being withheld, destruction of inventory in our fulfillment centers, and other legal consequences.

*Id.*

37. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to preventing the sale and distribution of counterfeit goods in the Amazon Store together with the consequences of selling inauthentic products:

- **Sell Only Authentic and Legal Products.** It is your responsibility to source, sell, and fulfill only authentic products that are legal for sale. Examples of prohibited products include:
  - Bootlegs, fakes, or pirated copies of products or content
  - Products that have been illegally replicated, reproduced, or manufactured
  - Products that infringe another party's intellectual property rights
- **Maintain and Provide Inventory Records.** Amazon may request that you provide documentation (such as invoices) showing the authenticity of your products or your authorization to list them for sale. You may remove pricing information from these documents, but providing documents that have been edited in any other way or that are misleading is a violation of this policy and will lead to enforcement against your account.
- **Consequences of Selling Inauthentic Products.** If you sell inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts), destroy any inauthentic products in our fulfillment centers at your expense, and/or withhold payments to you.
- **Amazon Takes Action to Protect Customers and Rights Owners.** Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
  - Remove suspect listings.
  - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.

- Reporting Inauthentic Products. We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

*Id.*

38. Additionally, under the terms of the BSA, sellers agree that the information and documentation they provide to Amazon in connection with their selling accounts—such as identification, contact, and banking information—will, at all times, be valid, truthful, accurate, and complete. Specifically, the BSA requires that:

- As part of the application process, you must provide us with your (or your business') legal name, address, phone number and e-mail address, as well as any other information we may request. Ex. B. ¶ 1.
- You will use only a name you are authorized to use in connection with a[ny Amazon] Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. *Id.* ¶ 2.
- Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the country in which the business is registered and that you are registering for the Service(s) within such country; (b) it has all requisite right, power, and authority to enter this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to another party or its Affiliates is at all times accurate and complete[.] *Id.* ¶ 5.

39. When Defendants registered as third-party sellers in the Amazon Store, and established their Selling Accounts, they agreed not to advertise, market, offer, distribute, or sell counterfeit products, and agreed to provide Amazon with accurate and complete information and to ensure that information remained as such.

40. Defendants also agreed to reimburse Amazon for any amounts Amazon was forced to refund to customers who purchased products from Defendants. The BSA provides:

- You will defend, indemnify, and hold harmless Amazon ... against any ... loss, damage, settlement cost, expense, or other liability... arising from or related to ... Your Products, including the ... refund ... thereof[.] *Id.* § 6.1.

- If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, violations of law or other risks to Amazon or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Amazon or third parties persist. For any amounts that we determine you owe us, we may ... collect payment or reimbursement from you by any other lawful means. *Id.* § 2.

**D. Defendants' Sale of Counterfeit Curio Products and Provision of False Information to Amazon.**

41. On information and belief, Defendants fraudulently created Selling Accounts and advertised, marketed, offered, distributed, and sold counterfeit Capri Blue-branded products in the Amazon Store. The counterfeit Capri Blue-branded products sold by Defendants are identified and described in Schedule 1.

42. Curio has conducted multiple test purchases or reviewed physical samples of Curio-branded products sold by Defendants' Selling Accounts and determined that the products are counterfeit, that each bears a counterfeit of the Capri Blue Trademarks, and that Curio has never authorized the sale of such products, as detailed in Schedule 1.

43. In addition, as further detailed in Schedule 1, Defendants submitted invoices and letters of authorization to Amazon that Curio subsequently determined to be false, which purported to show that their counterfeit products came from a supplier of authentic products.

**E. Defendants' Coordinated Sale of Counterfeit Curio Products.**

44. On information and belief, Defendants operated in concert with one another in their advertising, marketing, offering, distributing, and selling of inauthentic Capri Blue-branded products. Defendants are associated through common physical addresses, financial accounts, and/or similar falsified invoices provided to Amazon.

**F. Amazon Shut down Defendants' Selling Accounts.**

45. By selling counterfeit and infringing Capri Blue-branded products, Defendants falsely represented to Amazon and its customers that the products Defendants sold were genuine products made by Curio. Defendants also knowingly and willfully used Curio's IP in connection

1 with the advertising, marketing, offering, distributing, and selling of counterfeit and infringing  
2 Capri Blue-branded products.

3 46. At all times, Defendants knew they were prohibited from violating third-party IP  
4 rights or any applicable laws while selling products in the Amazon Store, from providing  
5 inaccurate information to Amazon and its customers, from misrepresenting the authenticity of  
6 the products sold, and from misleading Amazon and its customers through their sale of  
7 inauthentic Capri Blue-branded products. Defendants have breached the terms of their  
8 agreements with Amazon, deceived Amazon's customers and Amazon, infringed and misused  
9 the IP rights of Curio, harmed the integrity of and customer trust in the Amazon Store, and  
10 tarnished Amazon's and Curio's brands.

11 47. After Amazon verified Defendants' sale of counterfeit Capri Blue-branded  
12 products, it blocked certain Defendants' Selling Accounts. In doing so, Amazon exercised its  
13 rights under the BSA to protect its customers and the reputations of Amazon and Curio.

14 48. Pursuant to Amazon's A-to-z guarantee, Amazon also proactively issued full  
15 refunds to customers who purchased purported Capri Blue-branded products from Defendants.  
16 Defendants have not reimbursed Amazon.

## 17 V. CLAIMS

### 18 FIRST CLAIM

(by Curio against all Defendants)

#### 19 Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114

20 49. Plaintiff Curio incorporates by reference the allegations of the preceding  
21 paragraphs as though set forth herein.

22 50. Defendants' activities constitute counterfeiting and infringement of the Capri  
23 Blue Trademarks as described in the paragraphs above.

24 51. Curio owns the Capri Blue Trademarks and advertises, markets, offers,  
25 distributes, and sells its products using the Capri Blue Trademarks described above and uses the  
26 trademarks to distinguish its products from the products and related items of others in the same  
27 or related fields.

52. Because of Curio's long, continuous, and exclusive use of the Capri Blue Trademarks identified in this Complaint, the trademarks have come to mean, and are understood by customers and the public to signify, products from Curio.

53. Defendants unlawfully advertised, marketed, offered, distributed, and sold products bearing counterfeit and infringing versions of the Capri Blue Trademarks with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by Curio and likely caused such erroneous customer beliefs.

54. As a result of Defendants' wrongful conduct, Curio is entitled to recover its actual damages, Defendants' profits attributable to the infringement, treble damages, and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, Curio is entitled to statutory damages under 15 U.S.C. § 1117(c) for Defendants' use of counterfeit marks.

55. Curio is further entitled to injunctive relief, including an order impounding all counterfeit and infringing products and promotional materials in Defendants' possession, custody or control. Curio has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) the Capri Blue Trademarks are unique and valuable properties that have no readily-determinable market value; (b) Defendants' counterfeiting and infringing activities constitute harm to Curio and Curio's reputation and goodwill such that Curio could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the counterfeit and infringing materials; and (d) the resulting harm to Curio, due to Defendants' wrongful conduct is likely to be continuing.

## **SECOND CLAIM**

*(by Curio and Amazon against all Defendants)*  
**False Designation of Origin – 15 U.S.C. § 1125(a)**

56. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

1           57. Curio owns the Capri Blue Trademarks and advertises, markets, offers,  
2 distributes, and sells its products using those trademarks described above and uses the  
3 trademarks to distinguish its products from the products and related items of others in the same  
4 or related fields.

5           58. Because of Curio's long, continuous, and exclusive use of the Capri Blue  
6 Trademarks identified in this Complaint, the trademarks have come to mean, and are understood  
7 by customers, users, and the public to signify products from Curio.

8           59. Amazon's reputation for trustworthiness is at the heart of its relationship with  
9 customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation  
10 because they undermine and jeopardize customer trust in the Amazon Store.

11           60. Defendants' unlawfully advertised, marketed, offered, distributed, and sold  
12 products bearing counterfeit versions of the Capri Blue Trademarks with the intent and  
13 likelihood of causing customer confusion, mistake, and deception as to the products' source,  
14 origin, and authenticity. Upon information and belief, Defendants' wrongful conduct misleads  
15 and confuses customers and the public as to the origin and authenticity of the goods and services  
16 advertised, marketed, offered, distributed, or sold in connection with the Capri Blue Trademarks  
17 and wrongfully trades upon Curio's goodwill and business reputation.

18           61. Further, Defendants deceived Amazon and its customers about the authenticity of  
19 the products they were advertising, marketing, offering, distributing, and selling, in direct and  
20 willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants' deceptive  
21 acts were material to Amazon's decision to allow Defendants to sell their products in the  
22 Amazon Store because Amazon would not have allowed Defendants to do so but for their  
23 deceptive acts.

24           62. Defendants' misconduct has also caused Amazon to expend significant resources  
25 to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent  
26 Defendants from causing further harm to Amazon and its customers. Defendants' illegal acts  
27 have caused irreparable injury to Amazon and, on information and belief, that injury is ongoing

1 at least to the extent that Defendants continue to establish selling accounts under different or  
 2 false identities. An award of monetary damages alone cannot fully compensate Amazon for its  
 3 injuries, and thus Amazon lacks an adequate remedy at law.

4 63. Defendants' conduct constitutes (a) false designation of origin, (b) false or  
 5 misleading description, and (c) false or misleading representation that products originate from or  
 6 are authorized by Curio, all in violation of 15 U.S.C. § 1125(a)(1)(A).

7 64. Plaintiffs are entitled to an injunction against Defendants, their officers, agents,  
 8 servants, employees, and attorneys, and all other persons in active concert or participation with  
 9 them, as set forth in the Prayer for Relief below, along with attorneys' fees and costs in  
 10 investigating and bringing this lawsuit. Defendants' acts have caused irreparable injury to  
 11 Plaintiffs. On information and belief, that injury is continuing. An award of monetary damages  
 12 cannot fully compensate Plaintiffs for their injuries, and Plaintiffs lacks an adequate remedy at  
 13 law.

14 65. Curio is further entitled to recover Defendants' profits, Curio's damages for its  
 15 losses, and Curio's costs to investigate and remediate Defendants' conduct and bring this action,  
 16 in an amount to be determined. Curio is also entitled to the trebling of any damages award as  
 17 allowed by law. Likewise, Amazon is also entitled to recover its damages arising from  
 18 Defendants' sale of counterfeit products in the Amazon Store.

### 19 **THIRD CLAIM**

20 *(by Curio and Amazon against all Defendants)*

#### **Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

21 66. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as  
 22 though set forth herein.

23 67. Defendants' advertising, marketing, offering, distributing, and selling of  
 24 counterfeit Capri Blue-branded products constitute unfair and deceptive acts or practices in the  
 25 conduct of trade or commerce, in violation of RCW 19.86.020.

68. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit Capri Blue-branded products harm the public interest by deceiving customers about the authenticity, origins, and sponsorship of the products.

69. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit Capri Blue-branded products directly and proximately causes harm to and tarnishes Plaintiffs' reputations and brands, and damages their business and property interests and rights.

70. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover from Defendants their attorneys' fees and costs. Curio further seeks to recover from Defendants its actual damages, trebled, and Amazon further seeks to recover from Defendants its actual damages, trebled, regarding Defendants' activities involving the sale of counterfeit products.

**FOURTH CLAIM**  
*(by Amazon.com Services LLC<sup>1</sup> against Defendants)*  
**Breach of Contract**

71. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

72. Defendants established Amazon selling accounts and entered into Amazon's BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also contractually agreed to be bound by the policies incorporated by reference into the BSA, including Amazon's Anti-Counterfeiting Policy and other policies as maintained on the Amazon seller website.

73. Amazon performed all obligations required of it under the terms of the contract with Defendants or was excused from doing so.

74. Defendants' sale and distribution of counterfeit Capri Blue-branded products materially breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among other things, Defendants' conduct constitutes infringement and misuse of the IP rights of Curio.

75. In furtherance of their sale and distribution of counterfeit Capri Blue-branded

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<sup>1</sup> For the Fourth Claim only, "Amazon" shall refer to Amazon.com Services LLC only.

1 products, Defendants further breached the BSA and its incorporated policies by submitting  
2 falsified documents to Amazon in order to obtain approval to sell the products in the Amazon  
3 Store or by submitting falsified documents to Amazon after their listings were removed in an  
4 effort to have their listings reinstated.

5 76. Likewise, in furtherance of their counterfeiting activities, Defendants materially  
6 breached the BSA and its incorporated policies by providing Amazon with false, fraudulent, or  
7 otherwise inaccurate identification, contact, and/or banking information in connection with their  
8 Selling Accounts, and by failing to update that information such to cure its inaccuracies.

9 77. Additionally, Defendants breached the BSA by failing to reimburse Amazon for  
10 the amounts it paid to refund customers who purchased counterfeit products from Defendants.

11 78. Defendants' breaches have caused significant harm to Amazon, and Amazon is  
12 entitled to damages in an amount to be determined.

## 13 VI. PRAYER FOR RELIEF

14 WHEREFORE, Plaintiffs respectfully pray for the following relief:

15 A. That the Court enter an order permanently enjoining Defendants, their officers,  
16 agents, servants, employees, and attorneys, and all others in active concert or participation with  
17 them, from:

- 18 (i) selling counterfeit or infringing products in Amazon's stores;
- 19 (ii) selling counterfeit or infringing products to Amazon or any Amazon  
20 affiliate;
- 21 (iii) importing, manufacturing, producing, distributing, circulating, offering to  
22 sell, selling, promoting, or displaying any product using any simulation,  
23 reproduction, counterfeit, copy, or colorable imitation of Curio brand or  
24 trademarks, or which otherwise infringes Curio's IP, in any store or in any  
25 medium; and  
26  
27

(iv) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (iii) above;

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and permitting destruction of all counterfeit and infringing products bearing the Capri Blue Trademarks or that otherwise infringe Curio's IP, and any related materials, including business records and materials used to reproduce any infringing products, in Defendants' possession or under their control;

D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants' unlawful activities;

E. That the Court enter an order requiring Defendants to pay all general, special, and actual damages which Curio has sustained, or will sustain as a consequence of Defendants' unlawful acts, plus Defendants' profits from the unlawful conduct described herein, together with its statutory damages, and that such damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law, and that Amazon's damages, plus Defendants' profits, related to Defendants' activities involving the sale of counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

F. That the Court enter an order requiring Defendants to pay the maximum amount of prejudgment interest authorized by law;

G. That the Court enter an order requiring Defendants to pay the costs of this action and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

1 H. That the Court enter an order requiring that identified financial institutions  
2 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting  
3 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment  
4 in this case; and

5 I. That the Court grant Plaintiffs such other, further, and additional relief as the  
6 Court deems just and equitable.

7  
8 DATED this 13<sup>th</sup> day of November, 2024.

9 DAVIS WRIGHT TREMAINE LLP  
10 *Attorneys for Plaintiffs*

11 *s/ Scott Commerson*

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**SCHEDULE 1****SELLING ACCOUNT 1:**

Selling Account Name: Amazing Thing 378

Dates of Known Sales of Infringing Products: December 18, 2021 – June 2, 2022

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Candle – White Signature Jar Candle-Large Candle with Soy Wax Blend - Luxury Aromatherapy Candle - Tropical Fruits &amp; Sugared Citrus Scented Candle (19 oz)</p> <p>ASIN<sup>1</sup>: B07H14RYTV</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about April 15, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio’s authentic product and packaging.</li> <li>Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>
<p>Capri Blue Volcano Candle – White Signature Jar Candle-Large Candle with Soy Wax Blend - Luxury Aromatherapy Candle - Tropical Fruits &amp; Sugared Citrus Scented Candle (19 oz)</p> <p>ASIN: B07H14RYTV</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about April 17, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio’s authentic product and packaging.</li> </ul>

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<sup>1</sup> “ASIN” is an abbreviation of “Amazon Standard Identification Number,” which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale in Amazon’s stores for identification purposes.

**SELLING ACCOUNT 2:**

Selling Account Name: ARIES NO 1

Dates of Known Sales of Infringing Products: June 18, 2022 – May 10, 2023

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Candle – White Signature Jar Candle-Large Candle with Soy Wax Blend - Luxury Aromatherapy Candle - Tropical Fruits &amp; Sugared Citrus Scented Candle (19 oz)</p> <p>ASIN: B07H14RYTV</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>• On or about November 14, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>• Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio’s authentic product and packaging.</li> <li>• Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>

**SELLING ACCOUNT 3:**

Selling Account Name: Ccomehere1store

Dates of Known Sales of Infringing Products: January 5, 2022 – June 2, 2022

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Candle - Black Signature Jar Candle - Luxury Aromatherapy Candles - Soy Candles with Notes of Sugared Citrus &amp; Tropical Fruits - Scented Candles for Home (19 Oz)</p> <p>ASIN: B073X33FXG</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>• On or about April 15, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>• Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio’s authentic product and packaging.</li> <li>• Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Scented Candle - Blue Signature Jar Candle - Luxury Aromatherapy Candle-Glass Candle With Soy Wax Blend (19 oz)</p> <p>ASIN: B000YBFJQU</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about April 17, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio's authentic product and packaging.</li> </ul>

**SELLING ACCOUNT 4:**

Selling Account Name: kutihon

Dates of Known Sales of Infringing Products: December 7, 2022 – January 29, 2023

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Candle – White Signature Jar Candle-Large Candle with Soy Wax Blend - Luxury Aromatherapy Candle - Tropical Fruits &amp; Sugared Citrus Scented Candle (19 oz)</p> <p>ASIN: B07H14RYTV</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about May 15, 2024, Amazon sent to Curio a sample of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio's authentic product and packaging.</li> <li>Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>

**SELLING ACCOUNT 5:**

Selling Account Name: NADIANA Store

Dates of Known Sales of Infringing Products: January 26, 2022 – August 11, 2022

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
Capri Blue Volcano Scented Candle - Blue Signature Jar Candle - Luxury Aromatherapy Candle-Glass Candle With Soy Wax Blend (19 oz) ASIN: B000YBFJQU Infringed Registrations: 4,775,046; 4,962,264	<ul style="list-style-type: none"> <li>On or about July 18, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations Curio's authentic product and packaging.</li> <li>Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>

**SELLING ACCOUNT 6:**

Selling Account Name: Vseinv Shop

Dates of Known Sales of Infringing Products: August 11, 2022 – August 29, 2022

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
Capri Blue Volcano Scented Candle - Blue Signature Jar Candle - Luxury Aromatherapy Candle-Glass Candle With Soy Wax Blend (19 oz) ASIN: B000YBFJQU Infringed Registrations: 4,775,046; 4,962,264	<ul style="list-style-type: none"> <li>On or about August 12, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio's authentic product and packaging.</li> <li>Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Candle – White Signature Jar Candle-Large Candle with Soy Wax Blend - Luxury Aromatherapy Candle - Tropical Fruits &amp; Sugared Citrus Scented Candle (19 oz)</p> <p>ASIN: B07H14RYTV</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about September 15, 2022, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio’s authentic product and packaging.</li> </ul>

**SELLING ACCOUNT 7:**

Selling Account Name: VTZ

Dates of Known Sales of Infringing Products: January 11, 2023 – January 18, 2024

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
<p>Capri Blue Volcano Candle - Aqua Signature Jar Luxury Candles Soy with Notes of Sugared Citrus &amp; Tropical Fruits Scented for Home (19 Oz)</p> <p>ASIN: B0913JWNPJ</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about November 27, 2023, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations Curio’s authentic product and packaging.</li> <li>Curio inspected an invoice and letter of authorization provided in connection with this Selling Account. Curio confirmed the documents were fabricated based on deviations from an authentic invoice and letter of authorization.</li> </ul>
<p>Capri Blue Reed Oil Diffuser - Volcano - Comes with Diffuser Sticks, Oil, and Glass Bottle - Aromatherapy Diffuser - 8 Fl Oz - Navy Blue</p> <p>ASIN: B001E6RNW2</p> <p>Infringed Registrations: 6,673,245; 6,679,858</p>	<ul style="list-style-type: none"> <li>On or about December 19, 2023, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations Curio’s authentic product and packaging.</li> </ul>

Purported Product	Confirmation of Counterfeit
<p>Capri Blue Aloha Orchid Scented Candle - Blue Signature Glass Jar Candle - Luxury Aromatherapy Candle - Glass Candle with Soy Wax Blend (19 oz)</p> <p>ASIN: B004A3SIO8</p> <p>Infringed Registrations: 4,775,046; 4,600,655</p>	<ul style="list-style-type: none"> <li>On or about December 19, 2023, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio's authentic product and packaging.</li> </ul>
<p>Capri Blue Scented Candle with Glass Candle Holder - Luxury Aromatherapy Candle - 19 Oz - Volcano - Bubblegum Pink</p> <p>ASIN: B07F2NT496</p> <p>Infringed Registrations: 4,775,046; 4,962,264</p>	<ul style="list-style-type: none"> <li>On or about December 19, 2023, Curio conducted a test purchase of the listed product sold by the bad actor.</li> <li>Curio received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Curio's authentic product and packaging.</li> </ul>